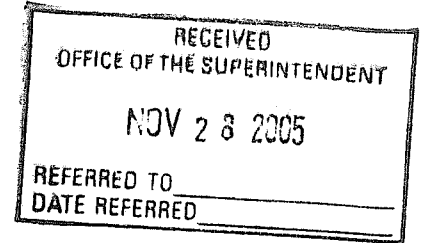




November 22, 2005



Dr. Joseph Wise
Superintendent of Schools
Duval County Public Schools
1701 Prudential Drive
Jacksonville, FL 32207-8182

Attention: Charles Wright

Dear Dr. Wise:

Southern Strategy Group appreciates the opportunity to provide governmental consulting services to the School Board of Duval County and is committed to providing the highest level of service in furtherance of your goals. This agreement will describe the terms under which that representation will occur.

Southern Strategy Group ("SSG") will represent the School Board of Duval County (the "School Board") regarding matters relating to education funding and other educational issues that you assign from time to time. We will work closely with your staff on these matters. All business conducted by SSG for the School Board will conform with the requirements described in the Florida Legislature's "Guide to Lobbyist Registration and Reporting." SSG will, at all times, indemnify and hold harmless the School Board and its agents from any and all actions or causes of actions, claims, demands and liabilities of whatsoever kind sustained or incurred in connection with this agreement.

In exchange for these services, the School Board has agreed to pay Southern Strategy Group \$3,000 per month. Southern Strategy Group will send an invoice on the first of each month, and payment is due by the end of each month. This agreement will proceed on a month-to-month basis and may be terminated by either party with 30 days' written notice. Costs directly attributable to the performance of this work will be billed in addition to the monthly retainer, and these costs may include travel, entertainment, and other expenses incurred relative to this matter. No monthly costs that in the aggregate exceed \$500 will be incurred without your prior approval. Also, by signing below, you agree that you will complete any forms necessary to comply with lobbyist registration and gift or expenditure disclosure requirements under Florida law that may arise as a

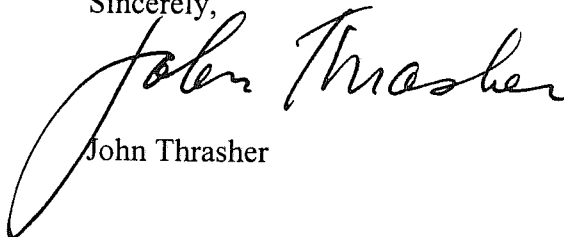
Dr. Joseph Wise
November 22, 2005
Page Two

result of our representation during the term of this contract or after its termination should reporting periods overlap.

In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of Southern Strategy Group to keep confidential within each state office all information about this matter.

I believe the above reflects our understanding. If it does, please sign the two originals of this agreement and return one for our files. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist in any way.

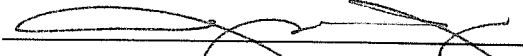
Sincerely,

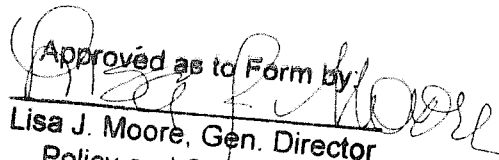

John Thrasher

JT:ac
00514799.DOC

ACCEPTED:

SCHOOL BOARD OF DUVAL COUNTY

By: 
Title: Superintendent + Secy to Board
Date: 11-29-5

Approved as to Form by:

Lisa J. Moore, Gen. Director
Policy and Compliance



www.tidewaterinc.com

May 15, 2008

Superintendent Ed Pratt Dannals
Duval County Public Schools
1701 Prudential Drive
Jacksonville, Florida 32207

RE: 2008-2009 Tallahassee Representation

Dear Superintendent Dannals:

Tidewater Consulting, Inc. ("Tidewater") and its consultants welcome the opportunity to present this proposal for professional consulting services to the Duval County School Board (the "Client"). Tidewater is a full service-consulting firm, with a long history of assisting clients in obtaining their objectives with the Florida Legislature and Executive branches of government. Tidewater will assist the Client with issues before the Florida Legislature, Executive Branch, and Local Government, as directed by the client.

Tom Slade and I will be the consultants with primary responsibility for these matters; however, each Tidewater consultant is available to assist as necessary. Tidewater will represent the Client from July 1, 2008 through June 30, 2009. Our fee for the above-mentioned services is \$36,000.00, payable in monthly installments of \$3,000.00 each. Such payment is due at the end of each billing month.

Tidewater and the Client agree that this contract may be canceled with or without cause at any time upon the giving of thirty (30) days written notice to the other party.

Tidewater asserts that there are no inherent conflicts associated with the foregoing representation.

If the foregoing accurately reflects your understanding of our agreement, please sign below and return a copy of this letter to me.

We look forward to representing the Duval County School Board, and appreciate your consideration of us as your consulting firm in these matters.

Sincerely,

Edward W. Blakely, Jr.
Vice President

Accepted and agreed to this 29th day of may, 2008.

By: W. E. Pratt - Dannals
Title: Superintendent, Duval County Public Schools

FORM APPROVED: Nick Reynolds

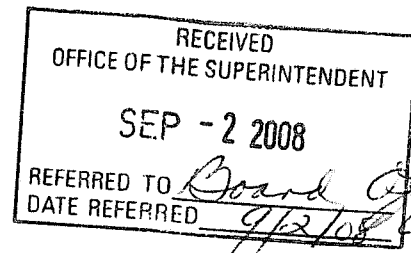
☒ Reply to:
TALLAHASSEE OFFICE
200 West College Avenue • Suite 308
Tallahassee, Florida 32301
(850) 681-6400 • Fax: (850) 681-7080

☐ Reply to:
JACKSONVILLE OFFICE
One Independent Drive • Suite 3205
Jacksonville, Florida 32202
(904) 358-1974 • Fax: (904) 354-4813

☐ Reply to:
MIAMI OFFICE
2000 Ponce de Leon Boulevard,
Suite 102
Coral Gables, Florida 33134

August 29, 2008

The Honorable Betty Burney
Chair
Duval County Public Schools
1701 Prudential Drive
Jacksonville, FL 32207-8182



Dear Ms. Burney:

In accordance with the terms of section E of the Consultant Agreement between Miller Consulting Group, Inc. and the Duval County School Board, I am hereby providing the thirty days notice prior to the 90-day termination notice as required.

Section E:

Termination of this Agreement

This Agreement shall commence on January 1, 200[8] and shall be for an initial term of 12 consecutive months. ***This agreement will be automatically renewed annually unless either party hereto provides to the other a written notice of termination at least 90 days before the end of the current year's contract. It is the obligation of the Consultant to notify the Chairman of the Board and Superintendent of this requirement 30 days prior to the 90 day termination notice.*** The renewal shall be on the same terms and conditions as herein provided, however, the annual compensation to which the Consultant is entitled shall increase by no less than the cost of living as defined by the Consumer Price Index for All Urban Consumers: U.S. City Average, All Items, Not Seasonably Adjusted as published by the Bureau of Labor and Statistics or 3 percent, whichever is greater, each year that the contract is renewed. The Agreement may be terminated by either party as a result of any material breach in the terms of the Agreement, once written notice has been given of such breach and the breach has not been cured within 15 (fifteen) calendar days.

Friday, October 3, 2008 will be ninety (90) days prior to the end of the 2008 Agreement and, therefore, is the deadline for a written notice by either party to the other of termination of the Agreement. The Agreement will be renewed under the terms of the Agreement and pertinent policies if written notice of termination is not provided to either party prior to October 3, 2008.

It is not my intent at this time to submit to you such 90-day notice of termination. I am satisfied with my relationship with the administration and the Board and hope to continue providing legislative services.

Thank you for the opportunity to work with you this past year.

Sincerely,

Martin E. Miller
President
Miller Consulting Group, Inc.

✓ cc: Ed Pratt-Dannals

SEP 2 - 2008